

Class Act Personal Services™

House and Office Cleaning • Organizing • House-Sitting
Bonded, Insured, Licensed
www.ClassActPersonalServices.com
949-350-6919

Class Act Personal Services – Residential Policies and Fees Agreement

Class Act Personal Services (“CAPS”) looks forward to providing our clients with great services. Disclaimer: CAPS is a referral agency. We place independent contractors with clients to perform house/housekeeping and office cleaning services. Independent contractors are not employees of CAPS. CAPS is not responsible for property damage, and loss, the independent contractor/s are responsible.

We work well with our clients, and we want to have a great working relationship. We are listing our policies, to provide a smoother and safer experience for all parties. CAPS gives every effort to the value of conducting business in a fair manner. You can cancel services at any time. Thank you, Virginia

PAYMENT & CANCELLATION POLICIES:

Payments are due, **BEFORE** we start our scheduled cleaning. This guarantees that our independent contractor/s will be compensated for their hard work and time. A cash payment can be made to Virginia Culp. Personal checks may be accepted on occasion at Class Act Personal Service's discretion. Make checks payable to Class Act Personal Services. **NOTE:** For a returned, invalid/Non-Sufficient Funds (“NSF”) check, there will be a \$25.00 fee. (Per incident/NSF check) (Plus any late fees incurred, if issue is not immediately remedied.) For “initial” (CAPS first time cleanings), “deep” cleanings, “move-in/move-out” cleanings, CAPS may require a 50% non-refundable reservation fee, 48-72 hours before a scheduled cleaning visit, with the balance due, in full, the day of the cleaning visit and before the cleaning service is rendered. There may be other circumstances that may require CAPS to charge a 50% non-refundable reservation fee.

CREDIT & DEBIT CARDS:

Class Act Personal Services will accept credit and debit card payments. CAPS will accept payments for the following: Visa, Master Card, Discover, and American Express. CAPS will accept only credit cards for “new” clients. For our regular clients who have worked with CAPS for a year or more, we will accept both credit and debit cards, at CAPS discretion. CAPS will run client's credit or debit card 48-72 hours before a scheduled cleaning visit. Payment is due **before** services begin. (See more information under: Cancellation, Rescheduling, Policies heading.) Payments by check, are also due in full, **before** the independent contractor/s, or CAPS begins the cleaning. Checks may be accepted, at CAPS discretion.

LATE FEE:

Class Act Personal Services requires payment in full, before services begin. Late payments are subject to a fee of \$50.00. In addition, interest will be charged at the rate of 10% per year, or the highest allowed under the law, on overdue amounts. Class Act Personal Services reserves all rights available under CA law to collect any amounts due and owing, including any and all attorneys' fees incurred by Class Act Personal Services in collecting late payments.

CANCELLATION/RE-SCHEDULING/LOCK-OUT/NO SHOW/TURN AWAY - POLICIES & FEES FOR SERVICES:

To cancel an appointment, a client must give us a **phone call and an e-mail or text notification: CAPS will contact the independent contractor/s and they will let us know their schedule availability, when CAPS is not rendering the services. You will be rescheduled asap.**

Our phone number is **949-350-6916**.

Our email address is Virginia@ClassActPersonalServices.com.

CAPS REQUIRED NOTICES AND FEES – SCHEDULE:

The CAPS policy for appointment cancellation, re-scheduling, and lock-out/no show fees, and turn away fees, is at the discretion of CAPS, is as follows:

If a client gives CAPS **more than a 48-hour notice of cancellation and re-scheduling, prior to a scheduled cleaning appointment** – There is no fee.

If a client gives CAPS a **24 to 48-hour notice of cancellation and re-scheduling, prior to a scheduled cleaning appointment** – CAPS will charge a non-refundable reservation fee, equivalent to 25% of the appointment fee. The client forfeits this reservation fee.

If a client gives CAPS **less than a 24-hour notice of cancellation and re-scheduling, prior to a scheduled cleaning appointment** – CAPS will charge a non-refundable reservation fee, equivalent to 75% of appointment fee. The client forfeits this reservation fee.

If a client's premises are not accessible to the independent contractor/s, or CAPS at the time of the scheduled cleaning appointment – CAPS will charge a non-refundable reservation fee, equivalent to 100% of the appointment fee. The client forfeits this reservation fee. CAPS may not be able to book another client that day with the independent contractor's schedule. CAPS will still need to pay the independent contractor for their travel expenses and for their fees. To avoid this reservation fee, CAPS advises clients to leave a key with CAPS or place a key in a lock box, etc. CAPS would need to be given the lock box code to give to our independent contractor/s.

CAPS INDEPENDENT CONTRACTORS ARE NOT AVAILABLE FOR INDEPENDENT HIRE:

Independent contractors sign contractual agreements with CAPS, which prohibits them from working directly for any client obtained through CAPS. Please do not solicit them or encourage them to solicit you.

ILLNESS:

If you have an illness or you are contagious, please call us. We may need to reschedule your cleaning appointment.

SCHEDULED CLEANINGS & CLIENT/S BEING IN THE HOUSE:

We understand that a client may want to be at their house during the first cleaning appointment. However, we prefer that clients and/or occupants not be at the house for cleanings following the first cleaning, if possible. This is safer for you as well as CAPS and the independent contractor.

CONSTRUCTION WORK - CLEANINGS:

For safety concerns, cleaning quality and time efficiency purposes, etc. the independent contractor may not clean while current construction projects are in progress.

CLEANING TIME SCHEDULE:

We do our best to meet the cleaning time indicated or stated. Traffic and other client appointments may affect the independent contractor/s. When possible, the independent contractor, or CAPS will try to contact you if he/she will be arriving an hour earlier or later than the originally scheduled time frame. If no arrival time is indicated, then the cleaning will be done between the hours of 9:00 AM and 5:00 PM, Monday through Friday, or rescheduled if necessary.

PRICING CHANGES - WHEN THERE IS MORE THAN A MONTH'S BREAK IN THE CLEANING CYCLE:

Prices are based on continuous monthly cleaning services; the first cleaning following a break for a month or longer, might be priced as an "initial" cleaning. Initial cleanings cost more, due to the house requiring more time and effort to clean.

PRICE RATE INCREASES:

CAPS reserves the right to change prices, based on cost inflation, competitive conditions, and other factors.

HOLIDAYS – CAPS OBSERVES:

New Year's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If a client requests a cleaning on a holiday, and the independent contractor is available to service a client on a holiday, the fee to perform services will be double CAPS usual one-time services fee. The independent contractor/s may observe different holidays.

KEYS:

Many of CAPS clients provide us with a spare key/s for access to their house. CAPS would prefer to get (2) sets of house keys. This allows CAPS to retain an extra key, if an independent contractor with a key, gets ill while working. Also, this would allow CAPS access to your home, during the cleaning service. CAPS may arrive to a client's home to do a quality check during or after service has just been completed.

NOTE:

Please make sure your house alarm, is not set to come on when the independent contractor enters your house on his/her scheduled cleaning day.

HOUSE TEMPERATURE:

If you can set your house thermostat between 70-75 degrees, on the cleaning day, that would be appreciated. If you are not able to do that, then please consider leaving ceiling fans on.

CAPS HOURS:

CAPS hours of operation are Monday – Friday: 9:00 AM – 5:00 PM. On occasion, CAPS may have time available during weekends. The Independent contractor may offer clients different days and hours of operation, depending on their schedule.

HUMAN WASTE:

CAPS independent contractors may not handle human waste material of any kind, and in any location in which they are cleaning. Have any such waste cleaned up before they arrive. It is a biohazard, and this can pose a health risk.

PETS:

There is a risk in regarding injuries due to pets who are afraid of vacuums, or they are territorial or overly excited. This is a problem for your pet and it can interfere with the productivity of the cleaning process. When entering their territory, your house, and they can become protective and aggressive with outsiders, when they may not normally be aggressive. We request that they be placed securely in a cage/kennel and away from cleaning areas. Please do this

“BEFORE” the independent contractor, or CAPS enters your house. Pets can dart out the front door, if they are not placed in a secure area.

FIRE ARMS:

If you have fire arms, we request that you have them stored and locked away before your scheduled cleaning. Sometimes, a client will request that their bedding is changed or that their bed/s are made. Please don't leave fire arms under pillows or mattresses, as this could pose a danger.

INFESTATIONS:

If an infestation of ants, termites, roaches, fleas, bed bugs, rodents etc., are found in your house, the cleaning appointment will need to be rescheduled, and the cleaning would not be resumed until the problem is resolved.

LIMITATION OF LIABILITY:

All items of value that are non-replaceable, one-of-a-kind, of sentimental value, collector's items, trophies, discontinued patterns, family heirlooms, and high cost crystal-china-ceramic items must be disclosed to the independent contractor, and CAPS within 48 hours of your scheduled cleaning appointment. During or after the cleaning service was performed, CAPS will need a prompt notice of a problem within 24 hours of the cleaning. If you decide to correct the problem yourself, CAPS will not be able to correct the problem for you, nor will you be compensated for your inconvenience.

MOVING FURNITURE & LIFTING:

The independent contractor may not move furniture to clean, unless the legs of the furniture have sliders underneath them to protect the floors.

LADDERS:

An independent contractor, may not use a ladder. Due to liability issues, he/she may use a 2-step stool.

PICKING UP A CLIENT'S PERSONAL BELONGINGS DURING CLEANINGS - FEES:

CAPS will charge a client by the hour, if the CAPS independent contractor is not able to clean areas that the client/s had requested to be cleaned. If the number of personal items appears to be in excess, then the independent contractor/s will use their sole discretion in deciding to proceed with that scheduled service or not. However, if the independent contractor does proceed with services, the client will be charged by the hour for this task. Client should discuss with CAPS or the independent contractor, before services are rendered, as to a limited number of capped hours that the independent contractor can spend cleaning up the client's personal belongings to perform the services requested.

IF A CLIENT REQUESTS THAT AN INDEPENDENT CONTRACTOR, USE THE CLIENT'S PRODUCTS AND TOOLS:

If client/s request that an independent contractor use a client's cleaning products and/or cleaning tools, that will be decided between the independent contractor/s and the client. A waiver of liability may need to be signed by the client.

ATTORNEYS' FEES:

In the event that any Party, institutes any legal suit, action or proceeding against any other Party arising out of or relating to this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive in addition

to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

PARKING FEES AND STREET SWEEPING FEES:

CAPS will not be held responsible for paying parking fees and/or street sweeping fees. If CAPS independent contractor/s receives a charge for these situations, we will pass the charge on to the client at our discretion. Please notify CAPS, regarding any parking fees and any street sweeping schedule, so we can try to avoid this inconvenience or charge.

SERVICE QUALITY GUARANTEE:

CAPS will make every effort to have a high standard of service/s performed. However, if CAPS independent contractor/s missed an area by mistake, or there is an area that didn't meet realistic expectations, you are required to notify us within 24 hours of service for us to address and correct the problem. The independent contractor/s who performed the services will rectify the problem to the best of our ability, at your next cleaning visit, or sooner, if you are a recurring client. If you are an occasional or one-time client, an appointment will be scheduled as soon as possible. There will be no charge for this. CAPS will not issue a refund.

IN THE EVENT THAT A CLIENT HASN'T SIGNED CAPS POLICIES AND FEES AGREEMENT:

The use of our services constitutes agreement and acceptance of these terms, policies, and conditions, whether the client/s had signed CAPS Policies and Fees Agreement or not.

NOTE:

If the independent contractor/s arrive at your house or office to clean, and they do not feel that it is a healthy or a safe environment to work in, reserve the right to decline services at any time and for any reason. (Policies, Prices and Terms are subject to change.)

PROJECT – PHOTOS / IMAGES – FOR CAPS MARKETING PURPOSES:

I hereby grant permission to CAPS and/or the independent contractor/s to take before-and-after photos/images of the service tasks performed during the cleaning service, in my residence. These photo images will be used for CAPS marketing purposes. No client's full name, full address, or phone number will be attached to these photos/images.

Permission granted by:

For Client/s:

Signature/s

Print Name

Date

For Class Act Personal Services:

Signature

Virginia M. Culp
Print Name

Date

CLIENT'S PAYMENT INFORMATION:

Client's Credit or Debit Card #: _____

Client's Name on the Card: _____

Card's Expiration Date: _____ Card's CVV # _____

Client's Check #: _____

Client's Cash Payment: _____

Payment Terms: _____

NOTE:

CAPS reserves the right to decline services at any time and for any reason.

THE CLIENT'S SIGNATURE BELOW, is stating that he/she/they have read, understand(s) and agree(s) to Class Act Personal Services Policies and Fees Agreement. This is a six-page agreement. If a problem arises, all parties agree to arbitration to settle the case: "All disputes arising out of this agreement shall be submitted to final and binding arbitration. The arbitrator shall be selected in accordance with the rules of Arts Arbitration and Mediation Services, a program of California Lawyers for the Arts. If such services are not available, the dispute shall be submitted to arbitration in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof."

(Policies, Prices and terms are subject to change.)

For Client:

Signature

Print Name

Title (if applicable)

Date

For Class Act Personal Services:

Signature

Virginia M. Culp

Print Name

President

Title

Date